

6833-C

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

JAN 19 1973 -11 50 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 dated as of January 15, 1973, among FIRST SECURITY BANK OF UTAH, N.A. a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 2 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO, N.A. (hereinafter called the Company), and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

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WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 2 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and Lessee have entered into a Lease of Railroad Equipment No. 2 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to amend the

Equipment Trust Agreement and the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Article One, Section 1.01, is hereby amended to substitute the following definitions for the applicable ones therein:

Other Equipment Trust Agreements shall mean Equipment Trust Agreements No. 1, No. 3, No. 4 and No. 5 dated as of November 1, 1972, between the Trustee and the Company pursuant to which First Security State Bank, Owner-Trustee, Trust Certificates, Series 1, Series 3, Series 4 and Series 5, respectively, shall be issued.

Other Leases shall mean the Lease of Equipment No. 1, No. 3, No. 4 and No. 5 dated as of November 1, 1972, between the Company and the Lessee.

2. Schedule I of the Equipment Trust Agreement is hereby amended to include only that Equipment described in Schedule I hereto.

3. Schedule I of the Lease is amended to include only those Units described in Schedule II hereto.

4. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

6. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and the year first above written.

FIRST SECURITY STATE BANK,  
Owner-Trustee

by

*Robert H. Perry*  
Asst. Vice President

[Corporate Seal]

Attest:

*Alma J. Evans*  
Asst. Cashier ~~Secretary~~

FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee

by

*Leota D. Allen*  
Vice President

[Corporate Seal]

Attest:

*Elmer A. Tucker*  
Secretary  
Authorized Rep.

CANADIAN NATIONAL RAILWAY COMPANY,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

STATE OF UTAH,                   )  
  ) ss.:  
COUNTY OF SALT LAKE,        )

On this 17<sup>th</sup> day of *January* 1973, before me  
personally appeared *Scott W. Allen*

, to me

personally known, who, being by me duly sworn, says that he  
is an Authorized Officer of First Security Bank of Utah, N.A.,  
that one of the seals affixed to the foregoing instrument is  
the corporate seal of said national banking association, that  
said instrument was signed and sealed on behalf of said  
national banking association by authority of its By-laws, and  
he acknowledged that the execution of the foregoing instrument  
was the free act and deed of said national banking association.  
My commission expires 3-31-76

*Neva C. Jacobson*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 17<sup>th</sup> day of January 1973, before me  
personally appeared

*Robert A. Berry, Jr.*

to me

personally known, who, being by me duly sworn, says that he  
is *Asst. V.P.* of FIRST SECURITY STATE  
BANK, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the said banking corporation,  
that said instrument was signed and sealed on behalf of said  
banking corporation by authority of its Board of Directors,  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said banking corpora-  
tion.

My commission expires 3-31-76

*Heard E. Jacobson*  
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this 17<sup>th</sup> day of 1973, before me  
personally appeared  
to me personally known, who, being by me duly sworn, says  
that he is the of CANADIAN  
NATIONAL RAILWAY COMPANY, that one of the seals affixed to  
the foregoing instrument is the corporate seal of the said  
corporation, that said instrument was signed and sealed on  
behalf of said corporation by authority of its Board of  
Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

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Notary Public

My commission is for life.

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 2

Group B Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
84	52'8", 70-ton box cars, 18' double doors	\$1,659,646.80 (Canadian)	CN 557101-557184

SCHEDULE II--Lease No. 2

Group B Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive</u>
84	52'8", 70-ton box cars, 18' double doors	\$1,659,646.80 (Canadian)	CN 557101-557184

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and the year first above written.

FIRST SECURITY STATE BANK,  
Owner-Trustee

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

FIRST SECURITY BANK OF UTAH, N.A.,  
Trustee

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

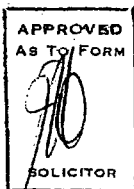
by

C. H. Bailey  
Vice President

[Corporate Seal]

Attest:

R. H. Fuller  
ASSISTANT Secretary



[illegible]

On this            day of            1973, before me  
personally appeared

personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association. My commission expires

**Notary Public**

[NOTARIAL SEAL]

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this            day of            1973, before me  
personally appeared

to me  
personally known, who, being by me duly sworn, says that he  
is of FIRST SECURITY STATE  
BANK, that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the said banking corporation,  
that said instrument was signed and sealed on behalf of said  
banking corporation by authority of its Board of Directors,  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said banking corpora-  
tion.


My commission expires

Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this *17<sup>th</sup>* day of *January* 1973, before me  
personally appeared *L. A. FULLER*  
to me personally known, who, being by me duly sworn, says  
that he is the ASSISTANT SECRETARY of CANADIAN  
NATIONAL RAILWAY COMPANY, that one of the seals affixed to  
the foregoing instrument is the corporate seal of the said  
corporation, that said instrument was signed and sealed on  
behalf of said corporation by authority of its Board of  
Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

  
\_\_\_\_\_  
Notary Public

My commission is for life.

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 2

Group B Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
84	52'8", 70-ton box cars, 18' double doors	\$1,659,646.80 (Canadian)	CN 557101-557184



SCHEDULE II--Lease No. 2

Group B Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
84	52'8", 70-ton box cars, 18' double doors	\$1,659,646.80 (Canadian)	CN 557101-557184

